INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2004

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| 1. SO | LICITATION NUMBER | 2. (X o | ne) | | | 3. DATE/TIME R | ESPONSE DUE |
| | | | | ITATION FOR BID (IFB) | | • | 03 DEC 2003 |
| F19 | 9628-03-R-0044 | χb | . REC | QUEST FOR PROPOSAL | (RFP) | | 3:00 pm |
| | | С | . REC | QUEST FOR QUOTATION | (RFQ) | | |
| NOTE: | The provision entitled "Required Cer | ntral Contractor Re | gistrati | INSTRUCTIONS tion" applies to most solicitation | ons | | |
| | ou are not submitting a response, com ated in Block 7. | nplete the information | on in B | Blocks 9 through 11 and retur | n to the iss | suing office in Block 4 | 4 unless a different return address |
| provide | 2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001. | | | | | | |
| | rors or quoters must plainly mark their citation document. | r responses with the | e Solid | citation Number and the date | and local t | time for bid opening o | or receipt of proposals that is in |
| Withdra | rmation regarding the timeliness of re- awal of Bids" or "Instructions to Offero | ors - Competitive Ac | cquisiti | ion". | | | ons, Modifications, and |
| incl ELEC AIR F 50 GF HANS | 4. ISSUING OFFICE (Complete mailing address, including Zip Code) ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 50 GRIFFISS STREET HANSCOM AFB, MA 01731-1625 | | | | | | |
| 6. PR | OCUREMENT INFORMATION (X a a. This procurement is unre | | рриса | able) | | | |
| ^ | | | -OD C | MALL BUCINESS THE AB | DUCABLE | NAICS CODE IS. | |
| | b. THIS PROCUREMENT IS | | | MALL BUSINESS. THE AP | | | |
| | c. THIS PROCUREMENT IS | _ | | UB ZONE CONCERNS. TH | | | |
| | d. THIS PROCUREMENT IS REST | RICTED TO FIRM | S ELIC | GIBLE UNDER SECTION 8(| a) OF THE | SMALL BUSINESS | ACT. |
| THISI | DITIONAL INFORMATION S A FOREIGN MILITARY SALES C | | E NO. | SR-D-DMS | | | |
| | INT OF CONTACT FOR INFORMA | TION | | | L ADD | DECC //makeda Zin | On day |
| CY | ME (Last, First, Middle Initial) NTHIA E. LEWANDOWSKI | | | | D. ADD | RESS (Include Zip | Code) |
| Are 781-2 | a Code and Extension) 71-8679 X | • | | @hanscom.af.mil | See Blo | ock 4 | |
| 9. RE | ASONS FOR NO RESPONSE (X a | all that apply) | | | | | |
| | a. CANNOT COMPLY WITH SPEC | IFICATIONS | | d. DO NOT REGULARLY | MANUFA | CTURE OR SELL TI | HE TYPE OF ITEMS INVOLVED |
| | b. UNABLE TO IDENTIFY THE ITE | EM(S) | | e. OTHER (Specify) | | | |
| | c. CANNOT MEET DELIVERY REC | QUIREMENT | | | | | |
| 10. M | AILING LIST INFORMATION (X or | * | TAINE | ED ON THE MAILING LIST F | OR FUTU | RE PROCUREMEN | T OF THE TYPE INVOLVED. |
| 11a. C | OMPANY NAME | | | b. ADDRESS (Include Zip | Code) | | |
| | | | | | | | |
| c. AC | TION OFFICER | | | | | | |
| (1) TY | PED OR PRINTED NAME (Last, Fi | irst, Middle Initial) | _ | (2) TITLE | | | |
| (3) SIG | 3) SIGNATURE (4) DATE SIGNED (YYYYMMDD) | | | | | | |

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FROM

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HERE

 SOLICITATION NUMBER

 F19628-03-R-0044

 DATE (YYYYMMDD)
 LOCAL TIME

 03 DEC 2003
 3:00 pm

| 2. CO | SOLICITATION, OFFER AND AWARD | | | | ARD | 1. THIS CONTRACT IS A RATED ORDER RATING PAGE OF PAGES UNDER DPAS (15 CFR 350) PAGE DO-A7 1 59 | | | | 3 | | | | |
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| different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | | | all items up | on which ph | ses are offered at the pric | Je Sei |
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| 13. DI (S (T n re 15A.) | ISCOUN See Sect CKNOW The offer nents to related do NAME AN ADDRES COFFERO TELEPH code) CCEPTE UTHORI ON: 10 U.: DMINIST | tion I, Clause N LEDGEMENTS or acknowledge the SOLICITAT ocuments numb END SS OF OR ONE NO. (Inc. ED AS TO ITEM TY FOR USING S.C. 2304(c) (| PT PAYMEN 10. 52.232-8) 15 OF AMENI 15 STORY 16 OF AMENI 16 STORY 17 OF AMENI 17 OF AMENI 18 OF AMENI 19 OF AMENI 19 OF AMENI 10 OF AMENI 10 OF AMENI 10 OF AMENI 10 OF AMENI 11 OF AMENI 12 OF AMENI 13 OF AMENI 14 OF AMENI 15 OF AMENI 16 OF AMENI 17 OF AMENI 18 OF AMENI 19 OF AMENI 19 OF AMENI 10 OF AMENI 11 OF AMENI 11 OF AMENI 12 OF AMENI 13 OF AMENI 14 OF AMENI 15 OF AMENI 16 OF AMENI 17 OF AMENI 17 OF AMENI 18 OF AMENI 18 OF AMENI 18 OF AMENI 19 OF AMENI 19 OF AMENI 19 OF AMENI 10 OF AMENI | DMENTS amend- rors and sted: 15C. C IS DI SUC HAN FULL A 41 U.S.C m 7) COD | FACILITE THECK IF REMEMBER FFERENT FROM ADDRESS II AWARD (20. AMOUNT AND OPEN CO | TY TY TY TY | NCE AEBOVE - HEDULI | DDRESS ENTER 21. A 23. S 25. F | ed by CCCOUNT UBMIT II (4 copies | SIGNATU Governm Fing and A NVOICES T unless other | MADE BY | TION S SHOWN I | DATE UTHORIZED TO SIGN 18. OFFER DATE N ITEM E | |

| ITEM | SUPPLIES OR SERVIC | CES | Qty Purch Unit | Unit Price Total Item Amount |
|------|--------------------|---|--|---|
| 0001 | | | 1 | |
| | | ENGINEER N - Not App J - FIRM FI SOURCE SOURCE SOURCE SOURCE esign, engineer Encryption, SA | licable XED PRICE ring, factory test and ATCOM and VTC in | d proof-of-concept. This includes accordance with (IAW) the |

| ITEM | SUPPLIES OR SERVICE | :S | Qty Purch Unit | Unit Price Total Item Amount |
|------|---|--|-------------------|---------------------------------|
| 0002 | Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: Provide equipment for Wa | HSN EQUIPM N - Not Applio J - FIRM FIX SOURCE SOURCE SOURCE SOURCE | cable | , and VTC IAW SOW |

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

0003

Noun: MAJOR NODE HSN ACTIVATION

NSN: N - Not Applicable

Descriptive Data:

Major Node HSN activation, installation & checkout I&CO, and site testing. Includes pre-I&CO survey and integration with existing equipment. Also includes personnel support for survey, I&CO, and test team. All work to be performed IAW SOW and SRD for SubCLINs 0003AA through 0003AG.

0003AA

1 ______ Lot

Noun: RSAF HQ, COC, & RAB SITES - RIYADH

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

- a. Prepare facilities and any required connecting communications (eg., cables, fiber optics).
- b. Install, checkout and integrate WAN switch, IDF distribution switch, and encryption equipment for the HSN at Riyadh.
- c. Upgrade LANs at RAB BOC and BDPC.
- d. Expand existing LANs at COC and DEC&C at RSAF HQ.
- e. Install Network Management System (NMS) at RSAF Headquarters.
- f. Install and checkout VTC equipment at COC and RAB BOC.
- g. Verify all interfaces for the Riyadh Node.
- h. Connect Digital Trunking Radio System (DTRS), HQ PBX, and COC PBX to backbone node.
- i. Perform HSN site testing.
- j. Integrate the Riyadh node into the HSN.
- k. Provide all necessary personnel support for I&CO integration and testing.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|--|---|---|
| 0003AB | | 1 | |
| | optics). b. Install, checkout and in distribution switch, and no c. Upgrade Comm Wing, d. Install and checkout VT e. Install Network Manage f Verify all interfaces for g. Connect Digital Trunkir backbone node. h. Perform HSN site testir i. Integrate the Al Kharj n | Lot COMM WING, SCC/SOC AND CM N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION ny required connecting communicate tegrate equipment/software including ode-to-node encryption for the HSN SCC/SOC, and CMF LANs. TO equipment. To equipment System (NMS) at the CMF. The Al Kharj node. The Radio System (DTRS), DCO PBX To PRICE TO THE TO | tions (e.g., cables, fiber ng WAN switch, IDF at Al Kharj. K, and SCC/SOC PBX to |
| 0003AC | optics). b. Install, checkout and in distribution switch, and not c. Expand COMM Wing L d. Install and checkout VT e Verify all interfaces for f. Connect Digital Trunkin backbone node. g. Perform HSN site testir h. Integrate the Khamis M | the Khamis Mushayt node. g Radio System (DTRS), DCO PBX | tions (e.g., cables, fibering WAN switch, IDF at Khamis Mushayt. SOC. |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount | | | | | |
|--------|--|--|---------------------------------|--|--|--|--|--|
| 0003AD | | 1 | | | | | | |
| | | Lot | | | | | | |
| | Noun: | COMM WING AND SCC/SOC - TA | AIF | | | | | |
| | NSN: | N - Not Applicable | | | | | | |
| | Contract type: | J - FIRM FIXED PRICE DESTINATION | | | | | | |
| | Inspection: | DESTINATION | | | | | | |
| | Acceptance: FOB: | DESTINATION | | | | | | |
| | Descriptive Data: | DESTINATION | | | | | | |
| | • | ny required connecting communica | tions (e.g. cables fiber | | | | | |
| | optics). | ny required confidenting confinitioned | tions (e.g., cables, fiber | | | | | |
| | • / | tegrate equipment/software includir | na WAN switch. IDF | | | | | |
| | | de-to-node encryption for the HSN | | | | | | |
| | | ANs and install new LAN in SCC/SC | | | | | | |
| | d. Install and checkout V7 | | | | | | | |
| | | e Verify all interfaces for the Taif node. | | | | | | |
| | f. Connect Digital Trunkir | ng Radio System (DTRS), DCO PB | X, and SCC/SOC PBX to | | | | | |
| | backbone node. | | | | | | | |
| | g. Perform HSN site testir | | | | | | | |
| | | h. Integrate the Taif node into the HSN. | | | | | | |
| | Provide all necessary personnel support for I&CO integration and testing. | | | | | | | |
| | | | | | | | | |
| 0003AE | | 1 | | | | | | |
| | | Lot | | | | | | |
| | Noun: | COMM WING AND BOC - JEDDA | H | | | | | |
| | NSN: | N - Not Applicable | | | | | | |
| | Contract type: | J - FIRM FIXED PRICE | | | | | | |
| | Inspection: | DESTINATION | | | | | | |
| | Acceptance: | DESTINATION | | | | | | |
| | FOB: | DESTINATION | | | | | | |
| | Descriptive Data: | | | | | | | |
| | a. Prepare facilities and any required connecting communications (e.g., cables, fiber | | | | | | | |
| | optics). b. Install, checkout and integrate equipment/software including WAN switch, IDF | | | | | | | |
| | | | | | | | | |
| | distribution switch, and node-to-node encryption for the HSN at Jeddah. c. Expand Comm Wing LANs and install a new LAN in BOC. | | | | | | | |
| | | | | | | | | |
| | d. Install and checkout V7 | | | | | | | |
| | e Verify all interfaces for | ing Radio System (DTRS) and DCO | DRY to backbone node | | | | | |
| | | | F DA TO DACKDOTTE HOUE. | | | | | |
| | g. Perform HSN site testirh. Integrate the Jeddah no | | | | | | | |
| | | ersonnel support for I&CO integrati | on and testing | | | | | |
| | i. Frovide all flecessary p | ersonner support for taco integrati | on and testing. | | | | | |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|---|---|------------------------------------|
| 0003AF | optics). b. Install, checkout and in distribution switch, and not c. Expand Comm Wing Lot. d. Install and checkout VT e Verify all interfaces for f. Connect Digital Trunkir backbone node. g. Perform HSN site testinh. Integrate the Tabuk not i. Provide all necessary p | the Tabuk node. g Radio System (DTRS), DCO PBX, and ng. | N switch, IDF buk. SCC/SOC PBX to |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|--|--|---|
| 0003AG | Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: a. Prepare facilities and a optics). b. Install, checkout and in distribution switch, and not c. Expand Comm Wing Ld. Install and checkout VI e Verify all interfaces for f. Connect Digital Trunkir backbone node. g. Perform HSN site testir h. Integrate the Dhahran | 1 Lot COMM WING AND SCC/SOC - N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION in required connecting communicate equipment/software included and install a new LAN in SCC equipment. The Dhahran node. The Radio System (DTRS), DCO Plans. | DHAHRAN cations (e.g., cables, fiber ding WAN switch, IDF N at Dhahran. C/SOC. BX, and SCC/SOC PBX to |

Qty **Unit Price** ITEM SUPPLIES OR SERVICES Purch Unit **Total Item Amount** 0004 MAJOR NODE SATCOM ACTIVATION Noun: NSN: N - Not Applicable Descriptive Data: Major Node SATCOM activation, I&CO, survey, and site testing. Also includes personnel support for survey, I&CO, and test team. All work to be performed IAW SOW and SRD for SubCLINs 0004AA through 0004AG. 0004AA 1 Lot Noun: RAD TERMINAL UPGRADE - AL KHARJ NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: **DESTINATION** Acceptance: **DESTINATION** FOB: **DESTINATION** Descriptive Data: a. Upgrade RAD terminal at Al Kharj to provide two (2) E1 capability. b. Perform site testing. c. Provide all necessary personnel support for I&CO and testing. 0004AB 1 Lot RAD TERMINAL UPGRADE - JEDDAH Noun: NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: **DESTINATION** Acceptance: DESTINATION FOB: **DESTINATION** Descriptive Data: a. Upgrade RAD terminal at Jeddah to provide two (2) E1 capability. b. Perform site testing. c. Provide all necessary personnel support for I&CO and testing. 0004AC 1 Lot Noun: HUB TERMINAL UPGRADE - RSAF HQ NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: **DESTINATION** Acceptance: **DESTINATION** FOB: **DESTINATION** Descriptive Data: a. Upgrade HUB terminal at RSAF HQ to provide three (3) E1 capability. b. Perform site testing. c. Provide all necessary personnel support for I&CO and testing.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|--|--|---------------------------------|
| 0004AD | b. Perform site testing. | Lot HUB TERMINAL UPGRADE - KHAMIS N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION at Khamis Mushayt to provide two (2) E ersonnel support for I&CO and testing. | |
| 0004AE | b. Perform site testing. | 1 Lot HUB TERMINAL UPGRADE - TAIF N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION at Taif to provide two (2) E1 capability. ersonnel support for I&CO and testing. | |
| 0004AF | b. Perform site testing. | 1 Lot HUB TERMINAL UPGRADE - TABUK N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION at Tabuk to provide three (3) E1 capab ersonnel support for I&CO and testing. | |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|--|---|---------------------------------|
| 0004AG | Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: | 1 Lot HUB TERMINAL UPGRADE - DHAHRAN N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION DESTINATION at Dhahran to provide two (2) E1 capability. | |
| | c. Provide all necessary p | ersonnel support for I&CO and testing. | |

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

0005

Noun: RADAR SITE IAD SWITCH ACTIVATION

NSN: N - Not Applicable

Descriptive Data:

Radar site IAD switch activation, I&CO, and site testing. Includes pre-I&CO survey, and integration with existing equipment. Also includes personnel support for survey, I&CO, and test team. All work to be performed IAW SOW and SRD for SubCLINs 0005AA through 0005AE.

0005AA

1 Lot

Noun: CENTRAL SECTOR RADAR SITES - 3 SITES

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

a. Prepare facility at three Central Sector sites.

- b. Integrate hardware/software for the IAD at radar sites and the gateway equipment at SCC/SOC.
- c. Install encryption equipment.
- d. Integrate IAD gateway with the HSN network.
- e. Perform radar site to SCC/SOC testing to verify IAD performance.
- f. Provide all necessary personnel support for I&CO, integration and testing.

0005AB 1

Lot ____

Noun: SOUTHERN SECTOR RADAR SITES - 3 SITES

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

- a. Prepare facility at three Southern Sector sites.
- b. Integrate hardware/software for the IAD at radar sites and the gateway equipment at SCC/SOC.
- c. Install encryption equipment.
- d. Integrate IAD gateway with the HSN network.
- e. Perform radar site to SCC/SOC testing to verify IAD performance.
- f. Provide all necessary personnel support for I&CO, integration and testing.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount | | | | | |
|---------|---|---------------------------------------|---------------------------------|--|--|--|--|--|
| 0005AC | | 1 Lot | | | | | | |
| | Noun: | WESTERN SECTOR RADAR SITE | ES - 3 SITES | | | | | |
| | NSN: | N - Not Applicable | | | | | | |
| | Contract type: | J - FIRM FIXED PRICE | | | | | | |
| | Inspection: | DESTINATION | | | | | | |
| | Acceptance: | DESTINATION | | | | | | |
| | FOB: | DESTINATION | | | | | | |
| | Descriptive Data: | | | | | | | |
| | a. Prepare facility at three | | | | | | | |
| | | ware for the IAD at radar sites and t | ine gateway equipment at | | | | | |
| | SCC/SOC. c. Install encryption equipment. | | | | | | | |
| | d. Integrate IAD gateway with the HSN network. | | | | | | | |
| | e. Perform radar site to SCC/SOC testing to verify IAD performance. | | | | | | | |
| | f. Provide all necessary personnel support for I&CO, integration and testing. | | | | | | | |
| | • • | | - | | | | | |
| 0005AD | | 1 | | | | | | |
| 0000712 | | Lot | | | | | | |
| | Noun: | NORTHERN SECTOR RADAR SI | TES - 5 SITES | | | | | |
| | NSN: | N - Not Applicable | | | | | | |
| | Contract type: | J - FIRM FIXED PRICE | | | | | | |
| | Inspection: | DESTINATION | | | | | | |
| | Acceptance: | DESTINATION | | | | | | |
| | FOB: | DESTINATION | | | | | | |
| | Descriptive Data: | | | | | | | |
| | a. Prepare facility at five N | | the constant of the constant | | | | | |
| | b. Integrate nardware/son | ware for the IAD at radar sites and t | ine gateway equipment at | | | | | |
| | c. Install encryption equip | ment. | | | | | | |
| | d. Integrate IAD gateway | with the HSN network. | | | | | | |
| | | CC/SOC testing to verify IAD perform | mance. | | | | | |
| | | ersonnel support for I&CO, integrati | | | | | | |
| | | | | | | | | |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount | | |
|--------|--|--|---------------------------------|--|--|
| | | | | | |
| 0005AE | | 1 | | | |
| | | Lot | | | |
| | Noun: | EASTERN SECTOR RADAR SITES - | · 3 SITES | | |
| | NSN: | N - Not Applicable | | | |
| | Contract type: | J - FIRM FIXED PRICE | | | |
| | Inspection: | DESTINATION | | | |
| | Acceptance: | DESTINATION | | | |
| | FOB: | DESTINATION | | | |
| | Descriptive Data: | | | | |
| | a. Prepare facility at three Eastern Sector sites. | | | | |
| | b. Integrate hardware/software for the IAD at radar sites and the gateway equipment at | | | | |
| | SCC/SOC. | | garerray equipment at | | |
| | c. Install encryption equipment. | | | | |
| | d. Integrate IAD gateway with the HSN network. | | | | |
| | e. Perform radar site to SCC/SOC testing to verify IAD performance. | | | | |
| | | ersonnel support for I&CO, integration | | | |

| | | Qty | Unit Price | |
|------|---|---|-------------------|--|
| ITEM | SUPPLIES OR SERVICE | S Purch Unit | Total Item Amount | |
| | | | | |
| 0006 | | 1 | | |
| | | Lot | | |
| | Noun: | FIBER OPTIC TERMINAL EQUIPMENT I | RELOCATIONS AND | |
| | | UPGRADES | | |
| | NSN: | N - Not Applicable | | |
| | Contract type: | J - FIRM FIXED PRICE | | |
| | Inspection: | DESTINATION | | |
| | Acceptance: | DESTINATION | | |
| | FOB: | DESTINATION | | |
| | Descriptive Data: | | | |
| | a. Add STM-16 system be | etween RSAF HQ-COC-MODA. | | |
| | b. Perform modification a | nd upgrades of Ericsson fiber optic termina | al equipment IAW | |
| | SRD. | | | |
| | c. Reconfigure E3 circuits as per SRD Table 3-3.d. Integrate applicable circuits into the HSN. | | | |
| | | | | |
| | e. Perform I&CO. | | | |
| | f. Provide all necessary p | personnel support for I&CO, integration an | d testing. | |
| | b. Perform modification a SRD.c. Reconfigure E3 circuitsd. Integrate applicable cire. Perform I&CO. | nd upgrades of Ericsson fiber optic terminals as per SRD Table 3-3. Cuits into the HSN. | | |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount | |
|------|---|--|---------------------------------|--|
| 0007 | | 1 Lot | | |
| | Noun: NSN: Contract type: Inspection: Acceptance: FOB: | SYSTEM LEVEL DEMONSTRATION - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION | N - ALL SITES | |
| | Descriptive Data: Perform an In-Kingdom System Demonstration of the complete R Network, including seven major nodes, IADs at selected radar site major HSN Nodes. All work to be performed IAW SOW and SRD. | | | |

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

8000

Noun: CONTRACTOR PERSONNEL SUPPORT

NSN: N - Not Applicable

Descriptive Data:

Contractor personnel support for management and administrative staff within the Kingdom of Saudi Arabia (KSA) office. All work to be performed IAW SOW and SRD for SubCLINs 0008AA and 0008AB.

0008AA 1 Lot

Noun: ADMINISTRATIVE SUPPORT - VARIOUS SITES

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION Acceptance: DESTINATION FOB: DESTINATION

Descriptive Data:

Provide personnel support including office equipment, communications, transportation support, and consumables to support the office staff. This also includes housing and housing support for all KSA contractor personnel except professional contractor personnel located in Riyadh and Al Kharj. Does not include the personnel support for I&CO integration and test teams priced in other CLINs.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|---|--|---------------------------------|
| 0008AB | | 1 Lot | |
| | Noun: NSN: Contract type: Inspection: Acceptance: | HOUSING - RIYADH AND AL KHARJ N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION | |
| | FOB: Descriptive Data: Provide housing in Riyadl | DESTINATION n/Al Kharj for professional contractor personal contractor personal conditions of Security (Contractor personal Conditions) security (Contractor personal Contractor persona | |

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount 0009 Noun: LOGISTICS NSN: N - Not Applicable Descriptive Data: Spares, support equipment, and tech order data to support the High Speed Network project. All work to be performed IAW SOW and SRD for SubCLINs 0009AA through 0009AC. 0009AA 1 Lot Noun: **SPARES** NSN: N - Not Applicable U - COST PLUS FIXED FEE Contract type: Inspection: **SOURCE** Acceptance: **SOURCE** FOB: **SOURCE** Descriptive Data: Provide 2 years of spares for all equipment procured for the High Speed Network Project. 0009AB 1 Lot SUPPORT EQUIPMENT Noun: NSN: N - Not Applicable Contract type: U - COST PLUS FIXED FEE Inspection: **SOURCE** Acceptance: **SOURCE** FOB: **SOURCE** Descriptive Data: Provide support/test equipment necessary to operate and maintain the High Speed Network Project.

| <u>ITEM</u> | SUPPLIES OR SERVICE | :S | Qty Purch Unit | Unit Price Total Item Amount |
|-------------|---|--|----------------------|---------------------------------|
| 0009AC | Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: Provide all commercial m | N - Not Appli J - FIRM FIX DESTINATION DESTINATION DESTINATION | ED PRICE DN DN | orders to support the |

| ITEM | SUPPLIES OR SERVIC | Qty ES Purch Unit | Unit Price Total Item Amount |
|------|--------------------------|---|---------------------------------|
| 0010 | | 1 Lot | |
| | Noun: | TRAINING | |
| | NSN: | N - Not Applicable | |
| | Contract type: | J - FIRM FIXED PRICE | |
| | Inspection: | DESTINATION | |
| | Acceptance: | DESTINATION | |
| | FOB: | DESTINATION | |
| | Descriptive Data: | | |
| | Provide on-site operatio | nal, maintenance and other training, a Royal Saudi Air Force High Speed No W SOW. | |

Unit Price Qty ITEM **SUPPLIES OR SERVICES** Purch Unit **Total Item Amount** 0011 Noun: **WORK REQUESTS** NSN: N - Not Applicable Descriptive Data: Includes SubCLINs 0011AA and 0011AB. 0011AA Lot Noun: TASK REQUIREMENTS NOTICE (TRN) - T&M NSN: N - Not Applicable Y - TIME AND MATERIALS Contract type: **DESTINATION** Inspection: Acceptance: **DESTINATION** FOB: **DESTINATION** Descriptive Data: a. All performance under this SubCLIN shall be subject to the approval of the Procurement Contracting Officer (PCO) via Task Requirement Notices (TRNs). b. See Section H, Clause ESC-H18.

d. Proposal costs for preparing/submitting technical/cost proposals under CLIN 0011AA

c. This is a Time-and-Material SubCLIN.

will be included in the price of the associated TRN.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|--|---|---------------------------------|
| 0011AB | b. Work requests will be isc. Proposal costs for prep | 1 Lot WORK REQUESTS - FIRM FIXED PRICE N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION gotiated by the KSA ACO or the PCO. sued as Element Line Item Numbers (ELINaring/submitting technical/cost proposals ure of the associated work request ELINs. | √s). |

| <u>ITEM</u> | SUPPLIES OR SERVICE | | Qty Purch Unit | Unit Price Total Item Amount |
|-------------|---|---|-------------------|---------------------------------|
| 0012 | Noun: NSN: DD1423 is Exhibit: Contract type: Inspection: Acceptance: FOB: Descriptive Data: | DATA N - Not Applica A J - FIRM FIXED DESTINATION DESTINATION DESTINATION |) PRICE | |

a. Contractor shall provide data for the Royal Saudi Air Force High Speed Network (HSN) Project IAW the Contract Data Requirements List (CDRL), Exhibit A.

b. This CLIN is Not Separately Priced (NSP). The price of this CLIN is included in the prices of CLINs/SubCLINs 0001 through 0011.

Unit Price Qty ITEM **SUPPLIES OR SERVICES** Purch Unit Total Item Amount 0013 Noun: SAUDI ARABIAN TAXES NSN: N - Not Applicable DD1423 is Exhibit: Α Descriptive Data: Includes SubCLINs 0013AA through 0013AB. 0013AA 1 Lot Noun: **TAXES - CY 2004** NSN: N - Not Applicable Contract type: S - COST Inspection: **DESTINATION** Acceptance: **DESTINATION** FOB: **DESTINATION** Descriptive Data:

- a. Saudi Arabian taxes set aside for Non-Saudi Companies for performance under this contract in the Kingdom of Saudi Arabia during the period through 31 DEC 04.
- b. This is a Cost-Reimbursement CLIN.
- c. Any costs incurred by the contractor under this CLIN shall be subject to ESC/ACK PCO approval.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|---|---|---------------------------------|
| 0013AB | Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: a. Saudi Arabian taxes s | 1 Lot TAXES - CY 2005 N - Not Applicable S - COST DESTINATION DESTINATION DESTINATION DESTINATION | ies for performance under this |

- contract in the Kingdom of Saudi Arabia during the period of 01 Jan 31 Dec 05.
 b. This is a Cost-Reimbursement CLIN.
 c. Any costs incurred by the contractor under this CLIN shall be subject to ESC/ACK
- PCO approval.

| ITEM | SUPPLIES OR SERVICE | :S | Qty Purch Unit | Unit Price Total Item Amount |
|------|--|---|--------------------|---------------------------------|
| 0014 | OPTION CLIN (supply) | | | |
| | Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: | N - Not Applion J - FIRM FIXI DESTINATION DESTINATION DESTINATION | ED PRICE N N | |

- a. Provide fiber optic cable and interfacing equipment for connectivity between radar Tower Equipment Room (TER) and the Composite Support Building (CSB) at 15 radar sites IAW SOW and SRD.
- b. Prepare the existing communications ducts between the radar TER and the CSB for fiber installation at 15 radar sites.
- c. Install cable in the communication ducts at 15 radar sites.
- d. Install and integrate interfacing equipment in the TER and CSB at 15 radar sites.
- e. Test the fiber optic links.
- f. Remove the existing copper cable between the TER and CSB at 15 radar sites.
- g. Provide personnel support for the installation and test teams at 15 radar sites.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|------|----------------------|---|---------------------------------|
| 0015 | OPTION CLIN (supply) | | |
| | CDRL Exhibit A. | DATA CLIN FOR OPTION CLIN 0014 N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION dar Site Fiber Optic Link Connectivity (Cately Priced (NSP). The price of this Cl 4. | Option) IAW SOW and |

Qty **Unit Price** ITEM SUPPLIES OR SERVICES Purch Unit **Total Item Amount** 0016 Noun: WAN SECONDARY SWITCH CAPABILITY NSN: N - Not Applicable Descriptive Data: a. Provide WAN switch equipment IAW SOW and SRD. b. Integrate with primary WAN switch, fiber optic, STC, and SATCOM equipment. c. Perform required testing to verify switch operation. 0016AA **OPTION CLIN (supply)** Noun: WAN SECONDARY SWITCH DESIGN AND ENGINEERING NSN: N - Not Applicable J - FIRM FIXED PRICE Contract type: Inspection: **SOURCE** Acceptance: SOURCE FOB: **SOURCE** Descriptive Data: Perform WAN secondary switch design and engineering work IAW SOW and SRD. 0016AB **OPTION CLIN (supply)** Noun: WAN SECONDARY SWITCH EQUIPMENT NSN: N - Not Applicable Contract type: J - FIRM FIXED PRICE Inspection: SOURCE Acceptance: SOURCE FOB: SOURCE Descriptive Data: Provide WAN secondary switch equipment IAW SOW and SRD.

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|--------|--|--|---------------------------------|
| 0016AC | OPTION CLIN (supply) | | |
| | Noun: NSN: Contract type: Inspection: Acceptance: FOB: Descriptive Data: Perform WAN secondary | WAN SECONDARY SWITCH ACTIVATION N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION Switch activation IAW SOW and SRD. | N |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|------|----------------------|--|---------------------------------|
| 0017 | OPTION CLIN (supply) | | |
| | A. | DATA CLIN FOR OPTION CLIN 001 N - Not Applicable A J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION AN Secondary Switch Capability IAW ately Priced (NSP). The price of this 63. | SOW and CDRL, Exhibit |

| ITEM | SUPPLIES OR SERVICE | Qty S Purch Unit | Unit Price Total Item Amount |
|------|--|--|---|
| 0018 | OPTION CLIN (supply) | | |
| | includes all costs associate Support to be provided IA | RESIDENT MAINTENANCE ENGINEER N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION esident Maintenance Engineer (RME) supered with personnel support, including vehicular vehicular personnel support, including vehicular vehi | oport at CMF. Effort icle, housing, etc. |

SECTION B - TABLE OF CONTENTS

RSAF C4I High Speed Network CLIN STRUCTURE

PEACE SHIELD LINE OF SIGHT CLIN STRUCTURE

CLIN TYPE DESCRIPTION

0001 FFP HSN Design, Engineering and Equipment Procurement

0002 and

0002AA-0002AG FFP Major Node Facility Preparation

0003 and

0003AA-0003AC FFP Major Node SATCOM Facility Preparation

0004 and

0004AA-0004AE FFP Radar Site Facility Preparation

0005 FFP System Level Demo

0006 and

0006AA-0006AB FFP Contractor Personnel Support

0007 and 0007AC FFP

0007AA-0007ABCFFP Logistics

0008 FFP Training

0009 NSP Work Requests

0010 NSP Data

0011 and

0011AA-0011AC CR Saudi Arabian Taxes

0012 Option FFP Radar Site Tower to CSB Fiber Optic

0013 Option NSP Data CLIN for 0012

0014 Option FFP Fiber Optic PDH

0015 NSP Data CLIN for 0014

ESC-B1 FOREIGN MILITARY SALES (FMS) CONTRACT (JAN 2003)

This contract is entered into on behalf of a foreign government or international organization under the provisions of the Arms Export Control Act. FMS Case Number is SR-D-DMS.

ESC-B3 EXERCISE OF OPTIONS

The Government reserves its right to notify the Contractor of its intent to exercise Option SubCLIN 0012, 0013, and 0014, at any time, but no later than six (6) Months After Contract Award (MACA).

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

| B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997) |
|---|
| |
| Total Price |
| |
| Applicable to following Line Items: 0001, 0002, 0003AA, 0003AB, 0003AC, 0003AD, 0003AE, 0003AF, 0003AG, |
| 0004AA, 0004AB, 0004AC, 0004AD, 0004AE, 0004AF, 0004AG, 0005AA, 0005AB, 0005AC, 0005AD, 0005AE, |
| 0006, 0007, 0008AA, 0008AB, 0009AC, 0010, 0011AB, 0012, 0014, 0015, 0016AA, 0016AB, 0016AC, 0017, |
| 0018 |
| Applies to Firm-Fixed-Price CLIN(s) only. |
| |

B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997) (TAILORED)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 0011AA (insert line items) within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES HOURLY RATE

To be negotiated after award. (insert categories and hourly rate(s). Hourly rates should be shown for each category by Government Fiscal Year, Contractor Fiscal Year or by specific calendar periods)

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is _____ (insert ceiling price)..

Applies to Time-and-Materials CLIN(s) only.

B049 OPTIONS (APR 2000)

The Government may require performance of the work required by CLIN(s) 0014, 0015, 0016, 0016AA, 0016AB, 0016AC, 0017 and 0018. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before four (4) Months After Requirements Order (MARO) for CLINs 0016 and 0016AA - 0016AC, and CLIN 0017; nine (9) MARO for CLINs 0014 and 0015; and fifteen (15) MARO for CLIN 0018 (subject to LOA extension). If the Government exercises this option(s) by six (6) months after contract award , the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

| , | T | 4 | c | 4 - 4 - 1 | | 1 | 1 1 | . 1 - \ |
|---|--------|-------|------|-----------|----|------|------|---------|
| (| Insert | COST | ree | total | as | ann | ucar | ne |
| \ | TIDOLL | CODE, | 100, | cour, | u | upp. | ucuc | ,,,, |

B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is TBN

Applicable to following Line Items: 0013AA, 0013AB *Applies to Cost CLIN(s) only.*

B051 COST-PLUS-FIXED-FEE TERM (SEP 1997)

- (a) This is a Cost-Plus-Fixed-Fee, Term, type contract as contemplated in Federal Acquisition Regulation (FAR) 16.306(d)(2).
- (b) The Contractor shall provide all facilities, materials, and qualified personnel necessary to complete CLIN(s) 0009, 009AA, and 009AB within the period specified in Section F.
- (c) In performance of the above listed CLIN(s), the Contractor shall provide the following effort in the categories and hours specified:

CATEGORIES HOURS TBD

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C001 WORK DESCRIPTION/SPECIFICATION (MAY 1997)

Work called for by the contract line items specified in SECTION B shall be performed in accordance with the following:

CONTRACT LINE ITEM NUMBERS (CLINS)
CONTRACT LINE ITEM NUMBERS (CLINS)

DESCRIPTION/SPECIFICATIONS DESCRIPTION/SPECIFICATIONS

0001, 0002AA, 0002AB, 0002AC, 0002AD, 0002AE, 0002AG, 0002AG, 0003, 0003AA, 0003AB, 0003AC, 2

2
0004, 0004AA, 0004AB, 0004AC, 0004AD, 0004AE,
0005, 0006, 0006AA, 0006AB, 0007, 0007AA,
0007AB, 0007AC, 0008, 0009, 0009AA, 0009AB,
0009AC, 0010, 0011, 0011AA, 0011AB, 0011AC,
0013, 0013AA, 0013AB, 0014 (Option), 0016AC (Option),
0016AA (Option), 0016AB (Option), 0016AC (Option),
and 0018 (Option)

Statement of Work (SOW), Attachment 1 Systems Requirement Document (SRD), Attachment

0012, 0015 (Opton), and 0017 (Option)

Contract Data Requirements List (CDRL), Exhibit A

The latest versions of these documents can be found listed in Section J.

D002 EXPORT LICENSES (DEC 2002)

Export licenses shall be the responsibility of the Royal Saudi Air Force designated freight forwarder:

MARITIME COMPANY FOR NAVIGATION 249 Shipyard Boulevard Wilmington, NC 28412-6227

Phone: (910) 343-8900

Mark for: DSRF00 RSAF BASE JIDDA MF CDR SUPPLY SQUADRON JIDDA, SAUDI ARABIA

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997) 5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING (AFMC) (JAN 2000) 5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997) (TAILORED)

The Contractor shall be responsible for the preservation, packaging, packing and marking of all items to be delivered under the terms of this contract in such a manner that adequate protection is provided against corrosion, deterioration, and physical damage during shipment and handling from the source of supply to the ultimate destination.

ESC-E1 INSPECTION AND ACCEPTANCE (DEC 2000)

Early delivery of all CLINs is acceptable with Contracting Officer written approval. Inspection and Acceptance shall be accomplished as follows:

0001 Inspection and Acceptance at Source as evidenced by Government

execution of a DD Form 250 upon successful completion.

0002 Inspection and Acceptance at Source as evidenced by Government

execution of a DD Form 250 upon successful completion.

0003AA - 0003AG Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion.

0004AA - 0004AG Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion.

0005AA - 0005AE Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion.

O006 Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion.

0007 Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion.

0008AA - 0008AB Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion.

0009AA & 0009AB Inspection and Acceptance at Source as evidenced by Government

execution of a DD Form 250 upon successful completion.

0009AC Inspection and Acceptance at Destination as evidenced by

Government execution of a DD Form 250 upon successful

Completion.

0010 Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion.

0011AA - 0011AB Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion

0012 Inspection and Acceptance at Destination as evidenced by Government execution of a DD Form 250 upon successful completion

0013AA - 0013AB Inspection and Acceptance at Destination as evidenced by (Option) Government execution of a DD Form 250 upon successful completion (If Option exercised)

0014 Inspection and Acceptance at Destination as evidenced by (Option) Government execution of a DD Form 250 upon successful completion (If Option Exercised)

O015 Inspection and Acceptance at Destination as evidenced by (Option) Government execution of a DD Form 250 upon successful completion (If Option Exercised)

0016AA - 0016AC Inspection and Acceptance at Destination as evidenced by (Option) Government execution of a DD Form 250 upon successful completion (If Option Exercised)

O017 Inspection and Acceptance at Source as evidenced by (Option) Government execution of a DD Form 250 upon successful completion (If Option Exercised)

O018 Inspection and Acceptance at Destination as evidenced by (Option) Government execution of a DD Form 250 upon successful completion (If Option Exercised)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

| 52.246-02 | INSPECTION OF SUPPLIES FIXED-PRICE (AUG 1996) |
|-----------|--|
| 52.246-03 | INSPECTION OF SUPPLIES COST-REIMBURSEMENT (MAY 2001) |
| 52.246-04 | INSPECTION OF SERVICES FIXED-PRICE (AUG 1996) |
| 52.246-06 | INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES (APR 1984) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E004 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 1998) (TAILORED)

The contractor shall include the following information in Block 16 of the DD Form 250:

FMS Country: Saudi Arabia Case Identifier: SR-D-DMS Special Marking Instructions:

Mark for: DSRF00 RSAF BASE JIDDA MF CDR SUPPLY SQUADRON JIDDA, SAUDI ARABIA

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | | DATE_ |
|--|------------------------|---------------------|--------------|-------------|--------------|------|------------|
| 0001 | | 1 | U | | | 0 | MARO |
| | Noun: | HIGH SPE ENGINEE | | ORK (HSN | N) DESIGN | AND |) |
| 0002 | | 1 | U | | | 0 | MARO |
| | Noun: | HSN EQU | IIPMENT | | | | |
| 0003AA | | 1 | U | | | 0 | MARO |
| | Noun: | RSAF HQ | , COC, & F | RAB SITES | - RIYADH | | |
| 0000 4 D | | 4 | | | | 0 | MADO |
| 0003AB | Noun: | 1 | U INC SCC | | | 0 | MARO |
| | Noun. | COMM VV | ing, scc/ | SOC AND | CIVIF - AL I | ΛПАГ | 7 J |
| 0003AC | | 1 | U | | | 0 | MARO |
| | Noun: | COMM W | ING AND S | SCC/SOC - | KHAMIS I | MUSI | HAYT |
| 0003AD | | 1 | U | | | 0 | MARO |
| | Noun: | COMM W | ING AND S | SCC/SOC - | TAIF | | |
| 0003AE | | 1 | U | | | 0 | MARO |
| OOOSAL | Noun: | | | BOC - JEDI | DAH | U | MARO |
| | | | | 022. | -, | | |
| 0003AF | | 1 | U | | | 0 | MARO |
| | Noun: | COMM W | ING AND S | SCC/SOC - | TABUK | | |
| 0003AG | | 1 | U | | | 0 | MARO |
| | Noun: | COMM W | ING AND S | SCC/SOC - | DHAHRAI | N | |
| 0004AA | | 1 | U | | | 0 | MARO |
| ************************************** | Noun: | | | GRADE - A | AL KHARJ | v | 100 110 |

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | | DATE. |
|--------|------------------------|---------|------------|-------------|--------------|--------|--------------|
| 0004AB | | 1 | U | | | 0 | MARO |
| | Noun: | RAD TEI | RMINAL UF | PGRADE - | JEDDAH | | |
| 0004AC | | 1 | U | | | 0 | MARO |
| | Noun: | HUB TEI | RMINAL UI | PGRADE - | RSAF HQ | | |
| 0004AD | | 1 | U | | | 0 | MARO |
| | Noun: | HUB TEI | RMINAL UI | PGRADE - | KHAMIS M | USH | AYT |
| 0004AE | | 1 | U | | | 0 | MARO |
| | Noun: | HUB TEI | RMINAL UI | PGRADE - | TAIF | | |
| 0004AF | | 1 | U | | | 0 | MARO |
| | Noun: | HUB TEI | RMINAL UI | PGRADE - | TABUK | | |
| 0004AG | | 1 | U | | | 0 | MARO |
| | Noun: | HUB TEI | RMINAL UI | PGRADE - | DHAHRAN | | |
| 0005AA | | 1 | U | | | 0 | MARO |
| | Noun: | CENTRA | AL SECTOF | R RADAR S | SITES - 3 S | ITES | i |
| 0005AB | | 1 | U | | | 0 | MARO |
| | Noun: | SOUTHE | ERN SECT | OR RADAF | R SITES - 3 | SITE | ES |
| 0005AC | | 1 | U | | | 0 | MARO |
| | Noun: | WESTER | RN SECTO | R RADAR | SITES - 3 S | SITES | 6 |
| 0005AD | | 1 | U | | | 0 | MARO |
| | Noun: | NORTHE | ERN SECT | OR RADAF | R SITES - 5 | SITE | ES |
| 0005AE | | 1 | U | | | 0 | MARO |
| | Noun: | EASTER | N SECTOR | R RADAR S | SITES - 3 S | ITES | i |
| | | | | | SECTION I | F F196 | 28-03-R-0044 |

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | | DATE |
|----------------|------------------------|----------|------------------------|-------------|--------------|------|-------|
| 0006 | | 1 | U | | | 0 | MARO |
| | Noun: | | PTIC TERN TIONS ANI | | | | |
| 0007 | | 1 | U | | | 0 | MARO |
| | Noun: | SYSTEM | LEVEL DE | MONSTR | ATION - AL | L SI | TES |
| 0008AA | | 1 | U | | | 0 | MARO |
| | Noun: | ADMINIS' | TRATIVE S | SUPPORT | - VARIOUS | SIT | ES |
| 0008AB | | 1 | U | | | 0 | MARO |
| | Noun: | HOUSING | G - RIYADH | I AND AL I | KHARJ | | |
| 0009AA | | 1 | U | | | 0 | MARO |
| | Noun: | SPARES | | | | | |
| 0009AB | | 1 | U | | | 0 | MARO |
| | Noun: | SUPPOR | T EQUIPM | ENT | | | |
| 0009AC | | 1 | U | | | 0 | MARO |
| | Noun: | TECHNIC | AL ORDE | RS (TO'S) | | | |
| 0010 | | 1 | U | | | | ASREQ |
| | Noun: | TRAINING | 3 | | | | |
| 0011AA | | 1 | U | | | | ASREQ |
| | Noun: | TASK RE | QUIREME | NTS NOTI | CE (TRN) - | T&N | Л |
| 0011AB | | 1 | U | | | | ASREQ |
| - - | Noun: | | | - FIRM FI) | KED PRICE | | |

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | DATE |
|----------|---------------------------------|--------------|-------------|-------------|--------------|----------|
| 0012 | | 1 | U | | | ASREQ |
| | Noun: Descriptive Data: | DATA | | | | |
| | All data shall be delivered IAW | Exhibit A, C | Contract Da | ıta Require | ments List. | |
| 0013AA | | 1 | U | | | ASREQ |
| | Noun: | TAXES - 0 | CY 2004 | | | |
| 0013AB | | 1 | U | | | ASREQ |
| 00.07.15 | Noun: | TAXES - (| _ | | | , loiled |

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-F1 DELIVERY OF REPORTS (DEC 2000)

- (i) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List(s), attachments, or as incorporated by reference.
- (ii) All reports and correspondence submitted under this contract shall include the contract number and project number, and be forwarded prepaid. A copy of the letter of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO).
- **I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

| 52.242-15 | STOP-WORK ORDER (AUG 1989) |
|-----------|---|
| | Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s) only. |
| 52.242-15 | STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984) |
| | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.242-17 | GOVERNMENT DELAY OF WORK (APR 1984) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.247-29 | F.O.B. ORIGIN (JUN 1988) |
| 52.247-34 | F.O.B. DESTINATION (NOV 1991) |

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998) (TAILORED)

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number Period of Performance 0014 0015 0016AA 0016AB 0016AC 0017 0018

OTHER CONTRACT CLAUSES IS FULL TEXT

ESC-G1 ADMINISTRATIVE INFORMATION (DEC 2000)

- a. Contracting Officer: Mr. Jerome J. McDonald
- b. Contracting Office Representative: Ms. Cynthia E. Lewandowski
- c. Office Symbol of Purchasing Office: ESC/ACK
- d. Telephone Number: (781) 271-3906 or 8679
- e. Facsimile Number: (781) 271-8400
- f. Internet Address: cindy.lewandowski@hanscom.af.mil

ESC-G2 TRANSPORTATION OFFICE (DEC 2000)

Transportation Office: Transportation Officer (Address - Same as Office of Administration)

ESC-G3 REMITTANCE ADDRESS FOR EFT (DEC 2000)

(B) For Electronic Funds Transfer:

BANK: TBD

STREET ADDRESS:

CITY:

ROUTING TRANSIT NO.:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NO.:

ESC-G4 REMITTANCE ADDRESS (DEC 2000)

(A) For Regular Mail: TBD

ESC-G5 INSTRUCTIONS FOR SUBMISSION OF INVOICES/VOUCHERS (DEC 2000)

Submit invoices/vouchers to:

(A) **DFAS-Columbus Center DFAS-CO/West Entitlement Operations** P.O. Box 182381 Columbus, OH 43218-2381

(b) Copies of invoices/vouchers (with supporting documentation) to:

ESC/ACX

Attn: Ms. Coleen Fuller (PESystems, Inc.)

50 Griffiss Street

Hanscom AFB MA 01731-1625

Notwithstanding any information provided elsewhere in this contract, the Contractor shall provide invoices summed to each ACRN by CLIN.

ESC-G6 INSTRUCTIONS TO DFAS FOR PAYMENT OF CONTRACTOR INVOICES (DEC 2000)

Payment of invoices should be in accordance with each ACRN by CLIN.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-H1 CLAUSES PURSUANT TO THE LETTER OF OFFER AND ACCEPTANCE (LOA) (JAN 2003)

The term "contractor" as used in these supplemental terms and conditions includes the Prime Contractor and its subcontractor(s).

Nothing contained in the clauses, or elsewhere in this contract, is intended to create or imply privity of contract between the Contractor and the Government of Saudi Arabia (SAG). Should any further information or clarification be required, contact the Procuring Contracting Officer (PCO) at ESC/ACK, 50 Griffiss Street, Hanscom AFB, MA 01731-1625.

CLAUSES PURSUANT TO THE LOA WHICH SHALL APPLY IN THE PERFORMANCE OF THIS CONTRACT.

ESC-H2 RESIDUAL INVENTORY (JAN 2003)

- a. Title and/or other rights to all tooling, test equipment and like ancillary property acquired by the contractor with funds pursuant to this contract shall vest in accordance with standard DOD acquisition regulations, policies and clauses.
- b. Title to all residual inventory vests with the Government and the Government reserves the right at any time to direct delivery of any or all of the residual inventory identified in this contract. The residual inventory to be delivered hereunder consists of those items in an "as is" condition which have not been consumed during the performance of efforts hereunder. Parts which are not repairable are considered consumed. Normal consumable items will not be subject to property control.

ESC-H3 TAXES, DUTIES, AND CHARGES FOR DOING BUSINESS (JAN 2003)

- a. All property, material, equipment and supplies brought into Saudi Arabia by the contractor, its personnel and dependents to carry out this contract shall be exempt in Saudi Arabia from import and export duties, taxes, licenses, excises, impost, bonds, deposits and any other identifiable charges. Property, materials, equipment and supplies belonging to the contractor, its personnel and dependents that are not consumed in connection with the program or do not become a part of completed works shall remain the property of the contractor, its personnel and dependents, and may at any time be removed from or disposed of in Saudi Arabia free of any restrictions or any claims which may arise by virtue of such removal or disposal, provided that the duty thereon shall be paid in the event of their sale or disposal in Saudi Arabia.
- b. The contractor, its personnel and dependents shall be accorded exemption from Saudi Arabia income taxes. This exemption is not accorded to Saudi citizens or companies, or personnel employed by Saudi companies, and such taxes paid by such persons or companies shall not be allowable costs under the contract. Any increase in contract price that none-the-less results from such taxes, however, shall be paid by the SAG under this contract.
- c. If, notwithstanding the above provisions, taxes, duties or similar charges are imposed under the excepted circumstances described above, costs thereby incurred by the contractor will serve to increase the contract price and will be reimbursed to the contractor at cost, including applicable indirect costs, but excluding profit, out of funds which will be provided by the Purchaser.
- d. The contractor and his employees shall comply with the laws of the Kingdom regarding the General

Organization for Social Insurance (GOSI). GOSI payments made by the contractor or his non-Saudi employees will be reimbursed under the contract implementing the LOA.

e. Taxes levied in Saudi Arabia on the in-Kingdom purchase of household goods, automobiles or other items for the personal use of contractor personnel shall be the responsibility of the individual purchaser.

ESC-H4 SAUDI ARABIA LAWS AND CUSTOMS (JAN 2003)

Contractor personnel shall respect the laws, customs and regulations of Saudi Arabia, including the laws prohibiting access to certain areas of the country to non-Muslims or non-Saudis, subject to, without limitation of, and only to the extent permitted by, the following:

- a. U.S. laws and regulations, including without limitation those relating to foreign boycotts; and
- b. Other contractor obligations under this contract, including without limitation those under the clause requiring notification of any visa denial believed to be attributable to race, religion, sex or national origin (FAR 52.222-29).
- c. The contractor's compliance with the terms and conditions of this contract shall be only to the extent compliance is not inconsistent with or penalized by U.S. laws and regulations.
- d. The foregoing provisions of this paragraph do not exempt the contractor, its personnel and their dependents, while in Saudi Arabia, from the criminal and civil jurisdiction of Saudi Arabia.

ESC-H5 PASSPORTS, VISAS, LICENSES AND PERMITS (JAN 2003)

- a. To ensure the effective and timely performance of the program, the SAG will cooperate within the framework of the laws of Saudi Arabia to assist in the timely issuance of work visas, entry visas, exit visas, work permits, vehicle operator permits, residence permits, in-Kingdom travel permits, and any other appropriate licenses or permits as may be required by the contractor, its personnel and their dependents. The contractor shall be responsible for the sponsorship of its personnel and their dependents, and will process all said permits through SAG agencies as appropriate.
- b. Specifically, and without in any way limiting the scope of the foregoing, contractor personnel shall, in accordance with SAG security regulations, be allowed unrestricted movement in Saudi Arabia to perform their duties under the program, with the exception of those areas prohibited to non-Muslims or non-Saudis. Any costs arising from restrictions on movement shall be borne by the SAG.
- c. The SAG shall furnish in a timely manner the required security clearances and passes for contractor personnel for restricted areas at locations where the contractor is performing work under this contract to ensure contractor capability to meet contract schedule.
- d. Individual security clearance requirements will be defined in the SOW. US Contractor Personnel who require a US security clearance will have their clearance processed by the appropriate USG agency.
- e. In the event the contractor and its personnel are prevented from shipping their property (including personal belongings) out of Saudi Arabia within thirty (30) days of the date such property is made available by the contractor and its personnel for shipment, where shipping is otherwise reasonably available, the SAG shall provide reimbursement for the replacement value of such property upon submission of an itemized inventory list. The contractor will certify, with the approval of the USG Property Administrator and his SAG counterpart, that property to be shipped out of Saudi Arabia does not belong to the SAG.
- f. In case of an emergency, medical or otherwise, an exit permit shall be issued without delay.

ESC-H6 SALES COMMISSIONS AND AGENTS FEES (JAN 2003)

The contractor certifies that the contract price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or agents fees for contractor sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to the Saudi Arabian Government (SAG).

ESC-H7 DISCLOSURE OF CLASSIFIED INFORMATION (JAN 2003)

The contractor (including any subcontractors) is not to divulge to any foreign government or to any unauthorized person whatsoever any classified information of the Saudi Arabian Government or agencies thereof, which may become known during the performance of this contract.

ESC-H8 VENDOR WARRANTIES (JAN 2003)

- a. The Contractor shall make its best effort to obtain for and on behalf of the Government, through formal written agreements with its subcontractor manufacturers and vendors, warranties certified by such subcontractors and vendors to be at least as favorable as those provided by such manufacturers and vendors to their most favored commercial customers, covering the accessories, components, and items of equipment which are not manufactured by the Contractor.
- b. The Contractor shall promptly advise the Government as to the terms and extent of protection afforded the Government by such warranties obtained.
- c. The Contractor shall administer and enforce, for and on behalf of the Government, all applicable manufacturing/vendor warranties obtained.
- d. The Contractor shall obtain written agreement with respect to all manufacturing/vendor warranties such that, upon completion of this contract, the remaining term of such warranties shall be transferable to the Royal Saudi Air Force (RSAF) for administration and enforcement by the RSAF.

ESC-H9 ACCESS (JAN 2003)

Cost and delivery schedules herein anticipate that contractor personnel in the Kingdom of Saudi Arabia will be authorized, at no cost, reasonable access to all data, plans, reports or other information and all existing and proposed offices, sites, and areas within Saudi Arabia as required to accomplish this effort.

ESC-H10 EXPORT OF DATA (JAN 2003)

Contractor personnel shall not be required or expected to deliver to the Government of Saudi Arabia, nor to any person or entity not a citizen of the United States of America, any technical data produced or utilized under this contract until the Government of Saudi Arabia has been furnished with clear evidence that such delivery of the data is (1) approved by the US State Department pursuant to the International Traffic in Arms Regulation, or (2) approval is not required.

ESC-H11 SECURITY (JAN 2003)

- a. Price and delivery estimates anticipate that the SAG will accept full responsibility for the security and safekeeping of Purchaser real and personal property located on its military bases or installations. The contractor, its agents, officers, or employees shall not be liable for any damage arising directly out of a breach or failure of the Purchaser security procedures, however caused.
- b. And SAG will provide adequate security to protect the personnel and property of the USG and its contractor located on Purchaser military bases or installations.
- c. If, notwithstanding the above provisions, the contractor incurs costs arising out of any of the conditions described above, the price of the contract implementing the LOA shall be increased accordingly and the costs reimbursed to

the contractor out of funds which will be provided by the Purchaser under the LOA. Reimbursement shall be limited to those costs incurred, including applicable overhead and G&A, but excluding profit.

ESC-H12 TOTAL SYSTEM PERFORMANCE RESPONSIBILITY (TSPR) (JAN 2003)

- a. During the contract period of performance, the contractor is fully responsible for all delivered equipment and materials until said equipment and materials are fully tested and verified, in accordance with the Statement of Work (SOW), Attachment 1 of the contract.
- b. The contractor is fully responsible for the integration of all systems, sub-systems, components, government furnished property (GFP), contractor furnished equipment (CFE), and support equipment and must ensure no performance degradation after integration.

ESC-H13 ROYAL DECREES (JAN 2003)

- a. Royal decrees or laws enacted by the SAG after implementation of contracts associated with the LOA will be reviewed for contractual and financial impact. Contracts implementing the LOA will provide for adjustments to cover any cost impacts of such decrees or laws with the SAG accruing any resulting credits or bearing any resulting costs under this LOA.
- b. Any claim brought against the contractor by any of its employees or former employees under Saudi Arabian

Labor or social Insurance Laws and adjudged to be valid by Saudi Arabian Courts or Commissions will be paid by the contractor. It is understood such costs to the contractor shall be reimbursed from funds in this LOA, providing that such claims do not arise because of intentional misconduct or gross negligence on the part of the contractor it its management personnel as determined by the USG.

ESC-H14 PERSONNEL (JAN 2003)

- a. The SAG shall allow contractor personnel in support of this program, and their dependents, to freely exchange dollars for rivals and rivals for dollars, at the prevailing rate of exchange during the period of this LOA.
- b. Contractor personnel in support of this program, and their dependents, to freely import and export dollars for their personal use.
- c. Mortuary services provided by the contractor for its personnel and dependents to include preparation of the deceased for air shipment, and airline and surface transportation to the deceased's final destination.

ESC-H15 PERSONNEL SAFETY (JAN 2003)

- a. In the event the competent authority of the USG determines that, due to war, armed conflict, insurrection, civil or military strife, the safety of contractor personnel is threatened, the SAG shall be responsible for any additional costs incurred by the USG to retain such personnel in Saudi Arabia or to return such personnel and their dependents to the United States and secure replacements therefore, as applicable. Whether to retain or replace such personnel under the foregoing circumstances shall be at the sole discretion of the USG.
- b. The activities and responsibilities of the USG (including contractor services) under this program may be suspended at any time upon determination by the Head of the United States Diplomatic Mission to Saudi Arabia, that, due to war, armed conflict, insurrection, military or civil unrest or any other condition, the best interests of the United States so require. Any special or additional costs resulting from such suspension shall be borne by the SAG.
- c. The SAG shall be responsible for, and shall reimburse the USG for loss or damage to property owned by the

USG, the contractor, or employees of the USG or contractor and located in Saudi Arabia where such loss or damage is sustained due to, or arising out of acts of war, armed conflict, insurrection, riots, civil strike and confiscation, nationalization, or deprivation of dominion and control by the SAG.

ESC-H16 HOUSING - RIYADH AND AL KHARJ (JUN 2003)

There is a possibility that the SAG will have available housing for those contractor professional contract employees assigned to Riyadh and Al Kharj for the duration of this contract. If this housing is provided in a timely manner, the contract price will be reduced by the amount shown in CLIN 0008AB. If partial housing is supplied, the CLIN 0008AB price will be negotiated.

ESC-H17 TRAVEL

a. Saudia Airlines shall be used to transport all contractor/subcontractor personnel, their dependents and air freight on routes being served by Saudia Airlines. Reasonable efforts shall be made to coincide or adjust travel and cargo shipments with Saudia Airlines schedules. This provision applies to all contractor/subcontractor personnel travel (including leave) and air freight, into or departing the Kingdom, using FMS case funds. For travel originating in the Kingdom, all tickets shall be purchased from a Saudia Airlines ticket office. For travel air freight originating outside the the Kingdom, contractor shall purchase tickets from a Saudia Airlines ticket office or agent. The only exception to the above requirements are instances of bonafide emergency travel when space on Saudia is not available.

ESC-H18 TASK REQUIREMENT NOTICES (OCT 2003)

(Applicable to SubCLIN 0011AA)

- (a) Task requirements will be defined by issuance of a Task Requirement Notice (TRN) on a time-and-materials basis. For the purposes of these CLINs, material includes travel and subsistence. The PCO is authorized to issue TRNs.
- (b) The Contractor shall furnish all the necessary qualified personnel, materials, facilities, and management resources to furnish the services set forth in the Statement of Work within the terms specified at the price(s) stated in the Contract Schedule. The quantities of services specified in the Schedule are purchased by award of this contract, but shall be expended on activities as defined in TRNs.
- (c) It is understood and agreed that the Contractor shall use, in the performance of the contract, the labor categories and hours specified in each TRN and shall be paid at the labor rates for each specified labor category set forth in Table B2004 (and its successors) of the Contract.
- (d) The labor categories and hours specified in each TRN represent the best estimate of the level of effort and labor category mix necessary to perform the effort described in each TRN. The enhance flexibility during performance and allow the Contractor to determine the optimum labor mix for the TRN, the Contractor may, without notice to the Government, increase or decrease the number of hours for each category specified in the TRN by no more than fifteen percent (15%). These adjustments are allowable, however, only to the extent that the ceiling value of each TRN and the total number of hours of all labor categories specified in the Contract Schedule are not exceeded.
- (e) Within thirty (30) days after the completion of each TRN, an authorized representative of the Contractor shall certify, in writing to the PCO (with a copy to the ACO), the number of hours used in each labor category and all cost-reimbursement expenditures incurred in the performance of the TRN. This certification will also identify who performed the labor, i.e., the prime contractor or a specified subcontractor. In the event that the Contractor expends fewer hours than set forth in any individual TRN, upon completion of the TRN effort, the ceiling value of that TRN shall be adjusted downward (closeout) to reflect the actual number of hours expended.
- (f) Notwithstanding any other provision, the Contractor shall maintain sufficient accounting records for verification of the number of hours and categories of labor actually expended in performing each TRN under this contract. It is further understood and agreed that these accounting records shall be available for

Government review during the performance of the contract and until three (3) years after final payment under the contract. In the event that subcontract labor is included in the labor effort contained in subparagraph (c) above, the records provisions of this subparagraph shall be included in all applicable subcontracts.

(g) Payment under T&M CLINs of this contract will be in accordance with FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS, for labor hours and materials (including travel and subsistence) actually expended in performance of TRNs (including Contractor assistance in the preparation of TRNs as may be requested by the Government), up to the not-to-exceed value of each TRN issued. Vouchers may be submitted on a monthly basis. Payment for the actual performance in each individual TRN will be at the rates established in the Contract Schedule. Withholding of amounts otherwise due and payable as contemplated by FAR 52.232-7 will apply to the total contract labor-hour CLINs and not to the individual TRNs. Withholding shall not exceed \$50,000.00 for the entire T&M CLINs, regardless of the number of TRNs issued against the contract, and will apply to the first orders and continue until the maximum withholding amount is reached. To facilitate closeout of early TRNs, the amount withheld may be transferred to any subsequent active TRN. "Ceiling price," as used in this clause, applies to both the not-to-exceed value of each TRN and the ceiling price set forth in the Contract Schedule for CLINs in the aggregate. The notice required by paragraph c. of FAR 52.232-7 may be provided by Contractor letter to the Contracting Officer.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

B. OTHER CONTRACT CLAUSES IN FULL TEXT

H001 OPTIONS (MAY 1997) (TAILORED)

The Government reserves the right to exercise the following option(s) Option CLIN 0014, Option CLIN 0015, Option CLIN 0016, Option SubCLIN 0016AA, Option SubCLIN 0016AB, Option SubCLIN 0016AC, Option CLIN 0017, and Option CLIN 0018 subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate.

H004 TECHNICAL REVIEW (MITRE) (MAY 1997)

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of MITRE Role

- (1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.
 - (2) The purpose of the review is to:
- (i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.
- (ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.
- (iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

- (3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.
- (c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.
- (d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: F19628-03-R-0044

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 5.4.x.500; Issued: 10/15/2003; Clauses: ; FAR: FAC 2001-16 (Partial); DFAR: DCN20031001; DL.: DL 98-021; Class Deviations: CD 200300003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-01; AFAC: AFAC 2003-0501; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

| 72.202.01 | DEPTH WITHOUGH (DEG 2004) |
|------------------|---|
| 52.202-01 | DEFINITIONS (DEC 2001) |
| 52.203-05 | COVENANT AGAINST CONTINGENT FEES (APR 1984) |
| 52.203-06 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) |
| 52.203-07 | ANTI-KICKBACK PROCEDURES (JUL 1995) |
| 52.203-08 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR |
| | IMPROPER ACTIVITY (JAN 1997) |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| | (JUN 1997) |
| 52.204-04 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) |
| 52.209-06 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH |
| | CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL |
| | 1995) |
| 52.211-05 | MATERIAL REQUIREMENTS (AUG 2000) |
| 52.215-08 | ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997) |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS |
| | (OCT 1997) |
| 52.215-13 | SUBCONTRACTOR COST OR PRICING DATAMODIFICATIONS (OCT 1997) |
| 52.215-14 | INTEGRITY OF UNIT PRICES (OCT 1997) |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN |
| | COST OR PRICING DATAMODIFICATIONS (OCT 1997) |
| 52.216-07 | ALLOWABLE COST AND PAYMENT (DEC 2002) |
| | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.216-08 | FIXED FEE (MAR 1997) |
| | Applies to Cost-Plus-Fixed-Fee CLIN(s) only. |
| 52.216-11 | COST CONTRACT NO FEE (APR 1984) |
| | Applies to Cost CLIN(s) only. |
| 52.219-08 | UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000) |
| 52.219-09 | SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001) |
| 52.219-16 | LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999) |
| 52.222-02 | PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) |
| | Para (a), Dollar amount is '\$0.00' |
| | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) |
| 52.222-26 | EQUAL OPPORTUNITY (APR 2002) |
| 52.222-29 | NOTIFICATION OF VISA DENIAL (FEB 1999) |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) |
| 52.223-06 | DRUG-FREE WORKPLACE (MAY 2001) |
| 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000) |

| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
|------------------------|--|
| 52.227-01 | AUTHORIZATION AND CONSENT (JUL 1995) |
| 52.227-02 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 02.227 02 | (AUG 1996) |
| 52.228-04 | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) |
| 52.228-07 | INSURANCE LIABILITY TO THIRD PERSONS (MAR 1996) |
| 32.226-07 | |
| 52 220 02 | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.229-03 | FEDERAL, STATE, AND LOCAL TAXES (APR 2003) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.229-06 | TAXES FOREIGN FIXED-PRICE CONTRACTS (JAN 1991) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.230-06 | ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999) |
| 52.232-01 | PAYMENTS (APR 1984) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.232-07 | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC |
| | 2002) |
| | Applies to Time-and-Materials CLIN(s) only. |
| 52.232-08 | DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.232-11 | EXTRAS (APR 1984) |
| 02.202 11 | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.232-16 | PROGRESS PAYMENTS (APR 2003) |
| 32.232-10 | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.232-20 | LIMITATION OF COST (APR 1984) |
| 32.232-20 | |
| 50 000 00 | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986) |
| 52.232-25 | PROMPT PAYMENT (FEB 2002) |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION (MAY 1999) |
| 52.233-01 | DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991) |
| 52.233-01 | PROTEST AFTER AWARD (AUG 1996) |
| 32.233-03 | Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s) only. |
| 52.233-03 | PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) |
| 32.233-03 | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52 242 O1 | |
| 52.242-01 | NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) |
| | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.242-04 | CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) |
| | Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.242-13 | BANKRUPTCY (JUL 1995) |
| 52.243-01 | CHANGES FIXED-PRICE (AUG 1987) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.243-02 | CHANGES COST-REIMBURSEMENT (AUG 1987) |
| | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.243-03 | CHANGES TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) |
| | Applies to Time-and-Materials CLIN(s) only. |
| 52.243-07 | NOTIFICATION OF CHANGES (APR 1984) |
| | Para (b), Number of calendar days is (insert 30 for RDSS/C) '15 days' |
| | Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days' |
| 52.244-02 | SUBCONTRACTS (AUG 1998) |
| 02.202 | Para (e), approval required on subcontracts to: 'TBD' |
| | Para (k), Insert subcontracts evaluated during negotiations. 'TBD' |
| | Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s) only. |
| 52.244-02 | SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998) |
| J2.4 41 -02 | Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the |
| | · · · · · · · · · · · · · · · · · · · |
| | following subcontracts: 'TBD' |

| | Para (k), Insert subcontracts which were evaluated during negotiations: 'TBD' <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.</i> |
|------------------------------|---|
| 52.244-05 | COMPETITION IN SUBCONTRACTING (DEC 1996) |
| 52.245-05 | Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986) |
| 52.246-24 52.247-67 | Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. LIMITATION OF LIABILITY HIGH-VALUE ITEMS (FEB 1997) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) |
| 52.249-02 | Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) |
| 52.249-06 | Applies to Firm-Fixed-Price CLIN(s) only. TERMINATION (COST-REIMBURSEMENT) (SEP 1996) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.249-06 | TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996) |
| 52.249-08 | Applies to Time-and-Materials CLIN(s) only. DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) |
| 52.249-14 | Applies to Firm-Fixed-Price CLIN(s) only. EXCUSABLE DELAYS (APR 1984) |
| 52 252 01 | Applies to Time-and-Materials CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only. |
| 52.253-01 | COMPUTER GENERATED FORMS (JAN 1991) |
| B. DEFENSE I | FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES |
| 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- |
| 252 202 5002 | CONTRACT-RELATED FELONIES (MAR 1999) |
| 252.203-7002 | DISPLAY OF DOD HOTLINE POSTER (DEC 1991) |
| 252.204-7000 | DISCLOSURE OF INFORMATION (DEC 1991) |
| 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) |
| 252.204-7004 252.209-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001) SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE |
| 232.209-7004 | GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) |
| 252.215-7000 | PRICING ADJUSTMENTS (DEC 1991) |
| 252.215-7000 | COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998) |
| 252.217-7000 | EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) |
| | Para (b), Name of country (or To Be Determined) 'Saudi Arabia' |
| | Para (b), Applicable CLIN '0014, 0015, 0016, 0016AA, 0016AB, 0016AC, 0017, and 0018' |
| 252.219-7003 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996) |
| 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003) |
| 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003) |
| 252.225-7004 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR |
| | 2003) |
| 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003) |
| 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) |
| 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003) |
| 252.225-7027 | RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) |
| | Para (b)(1), Sales to the Government(s) of: 'Saudi Arabia' |
| 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003) |
| 252.225-7041 | CORRESPONDENCE IN ENGLISH (JUN 1997) |
| 252.225-7042 | AUTHORIZATION TO PERFORM (APR 2003) |
| 252.225-7043 | ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS |
| | OUTSIDE THE UNITED STATES (JUN 1998) |

| | Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: |
|--------------|---|
| | 'HQ AFSFC/SFPA, telephone (210) 925-5403' |
| 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC |
| | ENTERPRISES-DOD CONTRACTS (SEP 2001) |
| 252.227-7013 | RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS (NOV 1995) |
| 252.227-7014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL |
| | COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) |
| 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995) |
| 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE (JUN 1995) |
| 252.227-7030 | TECHNICAL DATAWITHHOLDING OF PAYMENT (MAR 2000) |
| 252.227-7036 | DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) |
| 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999) |
| 252.229-7000 | INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 252.229-7001 | TAX RELIEF (JUN 1997) |
| 252.232-7002 | PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DEC 1991) |
| 252.232-7004 | DOD PROGRESS PAYMENT RATES (OCT 2001) |
| 252.232-7008 | ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997) |
| 252.233-7001 | CHOICE OF LAW (OVERSEAS) (JUN 1997) |
| 252.242-7000 | POSTAWARD CONFERENCE (DEC 1991) |
| 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS (DEC 1991) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |
| 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) |
| 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD |
| | CONTRACTS) (MAR 2000) |
| 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) |
| | |

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)
Para (c), List of Class I ODSs. 'NONE'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)

Para (a), Manpower Support Services Contractor's Name 'The Titan Corporation, PESystems, Incorporated, and Windmill'

Para (a), Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) 'technical, evaluation, and acquisition management support'

Para (b), Applicable Task Detail 'the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of Weapon System Acquisition tasks. Tasks involve the RSAF C4I Progam and their customer, The Royal Saudi Air Force.'

Para (c), Manpower Support Services Contractor's Name 'The Titan Corporation, PESystems, Incorporated, and Windmill'

Para (c), Areas for Cooperation: 'responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, and financial data; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.'

5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

| DOCUMENT | PGS | DATE | TITLE |
|--------------|-----|-------------|--|
| EXHIBIT A | 29 | 26 SEP 2003 | CDRLS |
| ATTACHMENT 1 | 22 | 26 SEP 2003 | STATEMENT OF WORK FOR HIGH SPEED NETWORK (HSN) |
| ATTACHMENT 2 | 56 | 26 SEP 2003 | ROYAL SAUDI AIR FORCE (RSAF) SYSTEM REQUIREMENTS DOCUMENT FOR THE HIGH SPEED NEDWORK |
| ATTACHMENT 3 | 4 | 02 OCT 2003 | DD254 |
| ATTACHMENT 4 | 20 | 17 OCT 2003 | SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS |
| ATTACHMENT 5 | 8 | 17 OCT 2003 | SECTION M - EVALUATION FACTORS FOR AWARD |

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

| 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A |
|--------------|---|
| | TERRORIST COUNTRY (MAR 1998) |
| 252.225-7003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003) |

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (TAILORED)

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _________(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through)a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Applies to Firm-Fixed-Price CLIN(s) only.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

| the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. |
|---|
| (d) Taxpayer Identification Number (TIN). |
| [] TIN: |
| []TIN has been applied for. |
| [] TIN is not required because: |
| []Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; |
| [] Offeror is an agency or instrumentality of a foreign government; |
| [] Offeror is an agency or instrumentality of the Federal Government. |
| (e) Type of organization. |
| [] Sole proprietorship; |
| [] Partnership; |
| [] Corporate entity (not tax-exempt); |
| [] Corporate entity (tax-exempt); |
| [] Government entity (Federal, State, or local); |
| [] Foreign government; |
| [] International organization per 26 CFR 1.6049-4; |
| [] Other |
| (f) Common parent. |
| [] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. |
| [] Name and TIN of common parent: |
| Name |
| TIN |
| |

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of

${\bf 52.204\text{-}05\ \ WOMEN\text{-}OWNED\ BUSINESS\ (OTHER\ THAN\ SMALL\ BUSINESS)\ \ (MAY\ 1999)}$

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that -(i) The Offeror and/or any of its Principals -(A) Are [] are not [] presently debarred, suspended, proposed for debarment,

or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

- (ii) The offeror has [] has not [] within a three-year period preceding this officer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18. United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

$52.219\text{-}01\,$ SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

| _00_) | |
|------------------------------------|--|
| (a) | |
| 001000. | (1) The North American Industry Classification System (NAICS) code for this acquisition is |
| | (2) The small business size standard is (insert size standard). |
| than on a construmanufacture, is 5 | (3) The small business size standard for a concern which submits an offer in its own name, other action or service contract, but which proposes to furnish a product which it did not itself 500 employees. |
| (b) Rep | presentations. |
| | (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern. |
| | (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1). The offeror represents, for general statistical purposes, that it [] is, [] is not, a small usiness concern as defined in 13 CFR 124.1002. |
| of this provision. | (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business |
| of this provision. | (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business |
| | (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-owned small business concern. |
| of this provision. | (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) The offeror represents, as part of its offer, that |
| Administration, a | (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this in the List of Qualified HUBZone Small Business Concerns maintained by the Small Business and no material change in ownership and control, principal office, or HUBZone employee courred since it was certified by the Small Business Administration in accordance with 13 CFR part |
| concern or conce HUBZone small | (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part resentation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business erns that are participating in the joint venture. [The offeror shall enter the name or names of the business concern or concerns that are participating in the joint venture: .] Each HUBZone small a participating in the joint venture shall submit a separate signed copy of the HUBZone |
| (c) Defi | nitions. As used in this provision |

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

| Black American. |
|--|
| |
| Hispanic American. |
| Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians). |
| Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). |
| Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal). |
| Individual/concern, other than one of the preceding. |
| 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) |
| (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation. |
| (b) Representations. |
| (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either- |
| (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and |
| (A) No material change in disadvantaged ownership and control has occurred since its certification; and |
| (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and |
| (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or |
| (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpar B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. |
| (2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:] |
| (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall: |

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business

Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
 - (b) It [] has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

| (c) Check the appropriate box below: |
|---|
| [] (1) Certificate of Concurrent Submission of Disclosure Statement. |
| The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor. |
| Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.) |
| Date of Disclosure Statement: Name and Address of Cognizant ACO or Federal Official Where Filed: |
| The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement. |
| [] (2) Certificate of Previously Submitted Disclosure Statement. |
| The offeror hereby certifies that the required Disclosure Statement was filed as follows: |
| Date of Disclosure Statement: Name and Address of Cognizant ACO or Federal Official Where Filed: |
| The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement. |
| [] (3) Certificate of Monetary Exemption. |
| The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. |
| [] (4) Certificate of Interim Exemption. |
| The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. |

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following

the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| | Nation | nal Comn | nercial | | | | |
|-------|--------|----------|---------|-------|-----------|------------|-------------|
| Line | Stock | Item | | Sourc | e of Supp | oly Actual | |
| Items | Numb | er (Y or | N) | Comp | any | Address Pa | rt No. Mfg? |
| (1) | (2) | (3) | (4) | (4) | (5) | (6) | _ |
| | | | | | | | |
| | | · | | | | | |

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
 - (4) For items of supply, list all sources. For technical data, list the source.
 - (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data-Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or

Computer Software Asserted Name of Person to be Furnished Basis for Rights Asserting With Restrictions* Assertion** Category*** Restrictions****

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

| ***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses). |
|--|
| ****Corporation, individual, or other person, as appropriate. |
| *****Enter "none" when all data or software will be submitted without restrictions. |
| Date |
| Printed Name and Title |
| Signature |
| (End of identification and assertion) |
| (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award. |
| (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion. |
| 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) |
| (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation. |
| (b) Representation. The Offeror represents that it |
| Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation. |
| Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation. |
| (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea. |
| C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT |
| 5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998) |
| (a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by: |
| Name of firm(s) PESystems, Inc. Titan, Inc. Royal Saudi Air Force (RSAF) representatives, Riyadh, Kingdom of Saudi Arabia. |

| (b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal. |
|--|
| (1) Any objection to disclosure: |
| (i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance; and |
| (ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis: |
| Firm: |
| Name (individual authorized to commit firm): |
| Title: |
| Date of Execution: |
| D. OTHER SOLICITATION PROVISIONS IN FULL TEXT |
| K001 JOINT VENTURE (MAY 1997) |
| In addition to the requirements of FAR 4.102, and to assure a single point of contact for resolution of contractual matters and payments under any resultant contract, each participant in a joint venture must complete and sign the certification hereunder. The completed certifications are to be provided with the offerors'/bidders' response to this solicitation. |
| The parties hereto expressly understand and agree as follows: |
| (a) (name, title, company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of (same name, title, and company as above), (name, title, and company of alternate) is the alternate principal representative of the joint venture. |
| (b) Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, must be directed to (name, title and company of principal), principal representative of the joint venture. (AF FAR Sup 5304.l02(d)) |
| FIRM FIRM |
| NAME NAME |
| TITLE TITLE |
| DATE OF EXECUTION DATE OF EXECUTION |

| NOTE: If additional signatures are required, submit the above certification, in the identical format, as an attachment to your response to this solicitation and complete this block indicating the same []. | ıt |
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See Section J for Section L Instructions on filling out proposal.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

| 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) Rated Order: 'DO' 52.215-01 INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (MAY 2001) - ALTERNATE I (OCT 1997) 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, Para (b), Insert description of the information and the format that are required: 'There are no additional requirements for cost and pricing data other than CLIN pricing.' 52.216-01 TYPE OF CONTRACT (APR 1984) Type of contract is 'Multi-Type Contract' 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999) 52.233-02 SERVICE OF PROTEST (AUG 1996) Para (a) Official or location is '50 Griffiss Street, Hanscom AFB, MA 01731-1625' FOR ORIGIN AND/OR FOR DESTINATION EVALUATION (APR 1984) | 52.204-06 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999) |
|---|-----------|---|
| 52.215-01 INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (MAY 2001) - ALTERNATE I (OCT 1997) 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, Para (b), Insert description of the information and the format that are required: 'There are no additional requirements for cost and pricing data other than CLIN pricing.' 52.216-01 TYPE OF CONTRACT (APR 1984) Type of contract is 'Multi-Type Contract' 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999) 52.233-02 SERVICE OF PROTEST (AUG 1996) Para (a) Official or location is '50 Griffiss Street, Hanscom AFB, MA 01731-1625' | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) |
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| 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, Para (b), Insert description of the information and the format that are required: 'There are no additional requirements for cost and pricing data other than CLIN pricing.' 52.216-01 TYPE OF CONTRACT (APR 1984) Type of contract is 'Multi-Type Contract' 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999) 52.233-02 SERVICE OF PROTEST (AUG 1996) Para (a) Official or location is '50 Griffiss Street, Hanscom AFB, MA 01731-1625' | 52.215-01 | INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (MAY 2001) - |
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| 1999) 52.233-02 SERVICE OF PROTEST (AUG 1996) Para (a) Official or location is '50 Griffiss Street, Hanscom AFB, MA 01731-1625' | | |
| 52.233-02 SERVICE OF PROTEST (AUG 1996) Para (a) Official or location is '50 Griffiss Street, Hanscom AFB, MA 01731-1625' | 52.232-38 | · · |
| Para (a) Official or location is '50 Griffiss Street, Hanscom AFB, MA 01731-1625' | | , |
| | 52.233-02 | |
| 52 247-45 FOR ORIGIN AND/OR FOR DESTINATION EVALUATION (APR 1984) | | |
| 32.247 43 1.0.B. ORIGIN ALIDON LANDON (MIK 1904) | 52.247-45 | F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984) |

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

| 5352.209-9003 | POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997) |
|---------------|---|
| | Para (a), Nature of the proposed conflict is ' |
| | Para (a)(1), nature of the proposed restraint and the applicable time period is |
| | · · |
| | |

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

L011 APPLICABLE CLAUSES (MAY 2002) (TAILORED)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

- (a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS SUBCONTRACTS, and DFARS 252.227-7039, PATENTS REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.
- (b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).
- (c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.
- (d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.
- (e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) will be used in Section I in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, and DFARS 252.219-7003

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

- a. Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.
- b. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong

competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

- c. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.
- d. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAR 1999)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Systems Security Instruction (AFSI) 5027 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

See Section J for Section M Evaluation Criteria

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

| 52.217-04 | EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988) |
|-----------|--|
| 52.217-05 | EVALUATION OF OPTIONS (JUL 1990) |
| | Applies to Firm-Fixed-Price CLIN(s) only. |